

## **Exhibit A**

### **DEFINITIONS AND ACRONYMS**

<b>FOIA</b>	Freedom of Information Act
<b>PEC</b>	Proposal Evaluation Committee
<b>TRIMARC</b>	Traffic Response and Incident Management Assisting the River Cities
<b>VPN</b>	Virtual Private Network
<b>WAN</b>	Wide Area Network

**“Addenda/Addendum”** means supplemental additions, deletions, and modifications to the provisions of the RFP after the release date of the RFP.

**“Agreement”** means the Toll Services Agreement to be entered into between Toll System Provider and the IFA on behalf of the Joint Board.

**“All Electronic Tolling”** means an electronic toll collection system without toll plazas, where drivers are charged the toll without having to stop, slow down or stay in a given lane.

**“Authorized Representative”** has the meaning set forth in ITP Section 2.2.1.

**“Confidential”** or **“confidential”** has the meaning set forth in ITP Section 2.3.1.

**“Conflict of Interest Disclosure Statement”** means the certificates, executed by or on behalf of (i) Proposer, on behalf of itself and its team, and (ii) each of Proposer’s Equity Members, Major Subcontractors, other Subcontractors identified as of the Proposal Due Date and Financially Responsible Parties, delivered with its Proposal and conforming to Form F to the ITP.

**“Contract Price”** means the amount identified as Payment Milestone CP-0017 on Form G-1, which is denoted as “Total Toll Collection System Capital and Operations and Maintenance Price.”

**“Disadvantaged Business Enterprise”** or **“DBE”** has the meaning set forth in 49 CFR Part 26. See also ITP Section 1.9.

**“Equity Member”** means (a) each entity with a direct equity interest in the Proposer (whether as a member, partner, joint venture member, or otherwise), and (b) each entity proposed to have a direct equity interest in the Toll System Provider.

**“Execution Documents”** shall have the meaning set forth in ITP Section 5.1.

**“Executive Summary”** shall have the meaning set forth in Exhibit B, Section 3.1.

**“Financially Responsible Party”** means an entity with financial capacity and standing that will be acceptable to the Joint Board as a guarantor of the Proposer’s obligations under the Contract if the Proposer were to be awarded the Contract by the Joint Board.

**“FOIA”** means Freedom of Information Act.

**“FTP Site”** has the meaning set forth in ITP Section 1.6.

**“Instructions to Proposers”** or **“ITP”** means those documents, including exhibits and forms in Exhibit D, included in the RFP containing directions for the preparation and submittal of information by the Proposers in response to the RFP. See also ITP Section 1.1.

**“Major Subcontractors”** shall mean the following members of Proposer’s team, if such team members do not hold an equity interest in Proposer: (a) any entity or person with whom Toll System Provider intends to enter into any subcontract to perform any part of the Project or to provide any materials, equipment or supplies for the Project on behalf of Toll System Provider and any other Person with whom any Subcontractor further subcontracts any part of the Project, at all tiers, in each case with a contract valued at greater than or equal to 15% of the overall capital costs to design, construct, equip, install, integrate and test the ETCS; and (b) the entity(ies) primarily responsible for the following:

- (a) Roadside ETCS;
- (b) Toll Operations Center;
- (c) BOS; and
- (d) CSC.

**“Key Personnel”** means those personnel identified in ITP Section 2.9.4 and Form B-2.

**“Non-Collusion Affidavit”** means the affidavit, executed by or on behalf of Proposer and its Equity Members, delivered with its Proposal and conforming to Form D to the ITP.

**“Ohio River Bridges Project”** has the meaning set forth in Section 1.5.

**“Other Execution Documents”** has the meaning set forth in Section 5.1.1.

**“Post-Selection Deliverables”** has the meaning set forth in ITP Section 4.11.1.

**“Pre-Proposal Submittals”** shall mean the submittal(s) described in ITP Section 2.9 relating to changes in the Proposer’s organization or Key Personnel.

**“Preferred Proposer”** means the apparent best value Proposer, as evidenced by being the highest scoring Proposer in the best value determination pursuant to ITP Section 4.2.

**“Preliminary Project Schedule”** has the meaning set forth in Section 6 of Exhibit B of the ITP.

**“Price Proposal”** means that part of the Proposal described in Exhibit C of the ITP.

**“Price Score”** has the meaning set forth in ITP Section 4.2.1.

**“Project”** has the meaning set forth in ITP Section 1.1.

**“Proposal”** shall have the meaning set forth in ITP Sections 1.1 and 1.8.

**“Proposal Due Date”** means the deadline for submission of Proposals identified in ITP Section 1.7.1.

**“Proposal Letter”** means the letter, executed by or on behalf of Proposer, delivered with its Proposal and conforming to Form A to the ITP.

**“Proposal Revision”** has the meaning set forth in ITP Section 4.8.

**“Proposer”** means the entity submitting a Proposal for the Project in response to this RFP.

**“Proposer Authorized Representative”** means an individual authorized by Proposer in its Proposal to act on behalf of the Proposer relating to the procurement.

**“Public Records Act”** means, collectively, Indiana Code 5-14-3 and relevant provisions of Indiana Code 8-15.5-4-2, 6 and 13.

**“Request for Proposals”** or **“RFP”** means the set of documents identifying the Project and its Work to be performed and materials to be furnished in response to which a Proposal may be submitted by a Proposer. The RFP includes the ITP, Contract Documents, and Reference Documents. See also ITP Section 1.1.

**“Responsibility Information”** means the information, documents and materials set forth in Exhibit G of the ITP.

**“Responsible Proposer”** has the meaning set forth in ITP Section 2.9.2.

**“RFP Documents”** has the meaning set forth in ITP Section 1.6.

**“Stakeholder”** has the meaning set forth in Section 2.2.3(d).

**“Surety”** means the individual or entity committing to provide any of the bonds identified in the RFP, which individual or entity must be an Eligible Surety.

**“Technical Proposal”** means that part of the Proposal described in Exhibit B of the ITP.

**“Technical Proposal Evaluation Committee”** or **“TPEC”** means the committee that performs the review and evaluation of the Technical Proposal as set forth in ITP Section 4.1.

**“Technical Score”** means the score for evaluation of the Technical Proposal as determined pursuant to Section 4.2.2 of the ITP.

**“Toll System Provider”** means the successful Proposer that enters into the Agreement with the Joint Board pursuant to this RFP.

**“Total Proposal Score”** means the score for evaluation of the Proposal as determined pursuant to Section 4.6 of the ITP.

**“Value Add”** has the meaning assigned such term in the Technical Response Form Legend in Form K of Exhibit D to the ITP.

**“Website”** means, collectively, [www.in.gov/ifa/2331.htm](http://www.in.gov/ifa/2331.htm) and <http://www.in.gov/dot/div/contracts/letting/index.html>.

**“Workbook”** means the Excel Workbook provided to Proposers as Form G on which Proposers are to submit their Price Proposals.

For definitions of other initially capitalized terms, see Exhibit A of the Contract Documents.

## **Exhibit B**

### **TECHNICAL PROPOSAL INSTRUCTIONS**

#### **1.0 General Instructions**

This Exhibit B describes the submission format for Technical Proposals and outlines the required information that will comprise a Technical Proposal.

Proposers shall submit the information required by this Exhibit B in the organization and format specified herein. The Technical Proposal shall be organized in the order listed in Exhibit F (except for appendices that may be included in the appropriate volume), and shall be clearly indexed. Each component of the Technical Proposal shall be clearly titled and identified.

All forms named herein are found in Exhibit D unless otherwise noted. All blank spaces in the Proposal forms must be filled in as appropriate. No substantive change shall be made in the Proposal forms.

Evidence of signature authority shall be provided for all individuals signing forms. Item B on page 5 of Form A identifies requirements regarding evidence of signature authorization for the Proposal Letter. Similar authorization shall be provided for all other signatories.

Only Responsible Proposers shall be entitled to submit a Technical Proposal.

#### **2.0 Format**

The Technical Proposal shall be limited to the Technical Response (Form K), plus the executive summary, Preliminary Project Schedule and the materials described in Sections 3.2 and 4.0 of this Exhibit B.

The Technical Proposal shall be contained in two volumes: Volume 1-Executive Summary, Administrative Materials and Forms, and Financial Information and Volume 2-Technical Response and Preliminary Project Schedule.

The qualifications information required under Section 3.2.15 shall not exceed 3 pages plus Form O for up to three (3) projects. The Technical Response (Form K) is limited to 350 pages (inclusive of the pages of Form K) in total and the Preliminary Project Schedule, including narrative, is limited to 10 pages in total. There are no page limitations for the materials described in Sections 3.2 and 4.0 of this Exhibit B.

#### **3.0 Contents of the Technical Proposal**

The required contents and organization of the Technical Proposal are presented in this Exhibit B and summarized in the Proposal checklist provided in Exhibit F. Proposers must provide all the information set out in this Exhibit B. A copy of the checklist for the Technical Proposal shall be included in each volume of the Technical Proposal. Proposers shall not

amend the order or change the contents of the checklist except to provide the required cross reference to its Proposal.

The Technical Proposal shall consist of the following major elements:

- (A) Executive Summary (in Volume 1);
- (B) Proposer Information, Certifications, and Documents (including required Forms A through F, Form H through J and Form L) (in Volume 1 unless otherwise noted);
- (C) Financial Information (in Volume 1);
- (D) Technical Response (Form K) (in Volume 2); and
- (E) Preliminary Project Schedule (in Volume 2).

### **3.1 Executive Summary**

An Executive Summary, not exceeding 4 pages. The Executive Summary shall be written in a non-technical style and shall contain sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with Proposer's Proposal and its ability to satisfy the financial and technical requirements of the Project. The Executive Summary shall not include any information regarding pricing or the Price Proposal.

Each Proposer shall attach to the Executive Summary the following two organization charts:

- (1) A table identifying and indicating the roles of the Equity Members and Major Subcontractors and their shares of ownership of any joint venture or other entities; and
- (2) A table identifying and showing the relationship between any of the Equity Members and Major Subcontractors and any Guarantors and Financially Responsible Parties.

These charts will not be counted towards the page limit for the Executive Summary.

The Executive Summary shall be contained in Volume 1.

### **3.2 Proposer Information, Certifications, and Documents**

All materials delineated in this Section 3.2 shall be contained in Volume 1 unless otherwise noted.

If a form required hereunder calls for execution or information concerning an Equity Member or a Major Subcontractor and that entity is a consortium, partnership or joint venture, the form must be provided for both the consortium, partnership or joint venture entity, as well as the individual members of the consortium partnership or joint venture; provided, however, that

execution of the form, if required, on behalf of the consortium partnership or joint venture need only be by an authorized signatory of the consortium partnership or joint venture.

### **3.2.1 Proposal Letter**

The Proposal shall include the Proposal Letter (Form A). The Proposer shall attach to the Proposal Letter evidence of authorization to execute and deliver the Proposal, the Contract and all other documents required to be executed by the Proposer or Toll System Provider in connection with the Agreement and award of the Agreement, and shall identify its authorized representative(s). If Proposer is a consortium, partnership or any other form of joint venture, then the Equity Members of Proposer may each execute a single document authorizing a nominated and identified representative to execute documents on each of their behalf in respect of the Proposer.

### **3.2.2 Information About the Proposer and Subcontractors**

The Proposal shall include a completed chart on Form B-1, including the names, contact information, role in organization, licensing information, and description of work (if applicable) for the Proposer and Equity Members.

The Proposal shall include a completed Form B-2 providing information about the Proposer and its team as specified therein.

The Proposal shall include a completed Form B-3 providing information regarding each Major Subcontractor and other Subcontractors identified by the Proposer as of the Proposal Due Date, including those included in the Proposer's Responsibility Information.

The Proposal shall include copies of organizational documentation described in pages 5 and 6 of Form A for Proposer and Equity Members, as well as other documentation required by Form B-2. If any modification to the organizational documents for such entity is contemplated prior to award or, if Proposer intends to form an affiliated entity to be Toll System Provider, Proposer shall provide a brief description of the proposed legal structure and draft copies of the underlying organizational documents (described in pages 5 and 6 of Form A) for such proposed entity.

If Proposer is a consortium, partnership or any other form of joint venture, the Proposal shall contain an executed teaming agreement or, if the entities making up the Proposer have not executed a teaming agreement, a summary of the key terms of the anticipated agreement.

If the Toll System Provider is to be a consortium, partnership or any other form of a joint venture, or an association that is not a legal entity, the Proposal shall contain a letter signed by each Equity Member and any other member who will make up the Toll System Provider indicating they will accept joint and several liability for the Toll System Provider's obligations under the Agreement. If the Toll System Provider is not a consortium, partnership or any other form of a joint venture, or an association that is not a legal entity, such a letter shall not be required.

### **3.2.3 Responsible Proposer, Equity Member, Major Subcontractor and Financially Responsible Party Questionnaire**

The Proposal shall include Form C, the “Responsible Proposer, Equity Member, Major Subcontractor and Financially Responsible Party Questionnaire”. The form executed by a Proposer shall be signed by the same individual(s) who sign the Proposal Letter. The forms signed by Equity Members, Major Subcontractors and Financially Responsible Parties shall be signed by an authorized representative of such entity. A new Form C must be submitted by each of such entities with the Proposal even though it will also have been submitted as part of the Responsibility Information.

### **3.2.4 Letter Approving Pre-Proposal Submittals**

Proposer shall provide a copy of IFA’s notification that it is a Responsible Proposer. If a Proposer’s organization (Equity Members or Major Subcontractors) have changed since submission of the Responsibility Information, the Proposer shall specifically describe such changes in the Proposal and, if applicable, include a copy of IFA’s approval letter, on behalf of the Joint Board, provided under ITP Section 2.9.3. Proposer shall also provide a copy of IFA’s approval letter, on behalf of the Joint Board, provided under ITP Section 2.9.4 with respect to Key Personnel.

### **3.2.5 Non-Collusion Affidavit**

The Proposal shall include Form D, certifying that the Proposal is not the result of and has not been influenced by collusion.

Form D shall be executed by each Proposer on its behalf and by each of the Equity Members separately on their own behalves.

### **3.2.6 Certification Regarding Buy America**

The Proposal shall include Form E, regarding Buy America requirements.

### **3.2.7 Surety/Financial Institution Information**

The Proposal shall include the following information regarding the Payment Bonds and Performance Security to be provided in accordance with Section 8.1 of the Agreement:

- Name of Surety (which must be an Eligible Surety) and the name and address of the agent.
- Whether the listed Surety defaulted on any obligation within the past ten years (measured from the date of issuance of the RFP), and the details in the event of such default.
- A letter from the Surety indicating that the Surety has reviewed the Contract Documents, including Article 4 of the Agreement, and is prepared to issue the Performance Bond(s) and Payment Bond(s) in the form and amount required by the



Agreement. The letter must specifically state that the Surety has read the RFP (including the ITP) and any addenda and has evaluated the backlog and work in progress for the entity for which it will provide the bonds in determining its willingness to issue the Performance Bond(s) and Payment Bond(s). The letter may include no conditions, qualifications, or reservations for underwriting or otherwise, other than a statement that the commitment is subject to award and execution of the Agreement and issuance of a notice to proceed thereunder; provided, however, that the Surety may reserve in its letter the right to reasonably approve any material adverse changes made to the Agreement or the Technical Provisions following the date of the letter, but excluding any change orders and any changes or information reflected in the Proposal, such as Proposer commitments. Separate letters for one or more of the individual Equity Members are acceptable, as is a single letter covering all Proposer team members. If more than one letter is provided, each letter shall set forth the portion of the bond amount the Surety will be issuing.

- In instances where the response to Exhibit B, Sections 4.1 and 4.2, contains descriptions of proposed or anticipated changes in the financial condition of Proposer or any other entity for which financial information is submitted as required hereby for the next reporting period, a certification that the Surety's/bank's/financial institution's analysis specifically incorporates a review of the factors surrounding such changes and identifying any special conditions which may be imposed before issuance of surety bonds for the Project.

### **3.2.8 Conflict of Interest Disclosure**

Attention is directed to Section 2.8.2 of the ITP. Proposers' attention is also directed to 23 CFR Part 636 Subpart A.

Each Proposer, on behalf of itself and all entities on the Proposer's team, and each of Proposer's Equity Members, Major Subcontractors, other Subcontractors identified as of the Proposal Due Date and each Financially Responsible Party shall voluntarily disclose to the IFA and the Joint Board, in writing, any fact that may provide it with an unfair competitive advantage and/or potential or actual conflict of interest. The Proposal shall include a certification on Form F by Proposer, on behalf of itself and all entities on the Proposer's team, and separately by each of Proposer's Equity Members, Major Subcontractors, other Subcontractors identified as of the Proposal Due Date and each Financially Responsible Party describing potential organizational conflicts of interest, including disclosure of all relevant facts concerning any past, present, or currently planned interest that may present an organizational conflict of interest. Each Proposer, on behalf of itself and its team, and each of Proposer's Equity Members, Major Subcontractors, other Subcontractors identified as of the Proposal Due Date and each Financially Responsible Party shall complete and deliver a certification on Form F even if such entity has nothing to disclose, in which case, such entity shall so indicate on Form F.

If any such entity above made a disclosure regarding conflicts of interest in its Responsibility Information, such entity shall complete and deliver the Form F certification, appending its disclosure in the Responsibility Information to Form F.

The Joint Board may preclude or disqualify a Proposer from participation in the procurement and subsequent Agreement if the Proposer or Proposer team is deemed to have an unfair competitive advantage or a conflict of interest under applicable state or federal law.

Each entity that was required to submit a Form F with the Responsibility Information shall submit a new Form F as described above with the Proposal even though it will also have been submitted as part of the Responsibility Information.

### **3.2.9 Certification Regarding Equal Employment Opportunity**

The Proposal shall include Form H, regarding participation in contracts or subcontracts subject to the equal opportunity clause and the filing of required reports.

A Form H shall be provided by the Proposer, each Equity Member, and each proposed Major Subcontractor.

### **3.2.10 Use of Contract Funds for Lobbying Certification**

The Proposal shall include executed copies of Form I, regarding use of contract funds for lobbying. One copy of Form I must be executed by each of the Proposer, each Equity Member, and any proposed Subcontractors.

Form I should be modified and duplicated as needed and must be executed by Proposer, Equity Members and all proposed Subcontractors.

### **3.2.11 Debarment and Suspension Certification**

The Proposal shall include an executed copy of Form J, regarding debarment and suspension of contractors. The form is to be signed by the Proposer's authorized representative as defined in ITP Section 2.2.2. A new Form J must be submitted with the Proposal even though it will also have been submitted as part of the Responsibility Information.

### **3.2.12 Insurance**

The Proposal shall contain written evidence from an insurance company(ies), broker(s) or agent(s) that such company(ies), broker(s) or agent(s) will place all such insurance coverages required by Article 9 of the Agreement for Proposer (should they become Toll System Provider). The signatories must indicate expressly that they have read the Agreement and insurance requirements set forth therein and that the entities required to obtain insurance under the Agreement have the capability of obtaining such insurance in the coverages and under the conditions listed in the Agreement.

### **3.2.13 Confidential Contents Index**

A page executed by the Proposer that sets forth the specific items (and the section and page numbers within the Proposal at which such items are located) that the Proposer deems to be a trade secret or other confidential information protected from disclosure by an exception in the Public Records Act. Blanket designations that do not identify the specific information shall not

be acceptable and may be cause for the Joint Board to treat the entire Proposal as public information. Notwithstanding the foregoing, the list required under this Exhibit B, Section 3.2.13 is intended to provide input to IFA as to the confidential nature of a Proposer's Proposal, but in no event shall such list be binding on IFA or the Joint Board, determinative of any issue relating to confidentiality or a request under the Public Records Act or override or modify the provisions of the Public Records Act or the responsibilities of IFA or the Joint Board thereunder.

### **3.2.14 Kentucky Bidders Form**

The Proposal shall include an executed copy of Form N.

### **3.2.15 Qualifications Information**

The Proposal shall describe relevant experience held by Proposer, Equity Members of Proposer and Major Subcontractors that most successfully demonstrate the Proposer team's ability to perform the scope of services required in the Contract Documents and demonstrate their team meets the pass/fail criteria set forth in Section 4.3.1(l)-(p). Using Form O, Proposers should provide a description of up to three (3) projects that most successfully demonstrate the Proposer team's ability to perform the scope of services required in the Contract Documents and demonstrate their team meets the pass/fail criteria set forth in Section 4.3.1(l)-(p). Accompanying Form O, Proposers may add up to a one (1) page narrative for each of these three (3) projects selected for use on Form O. The project detailed descriptions can include additional information required to clarify or elaborate on the project and performance on the project. The materials provided in connection with this Section 3.2.15 shall not exceed three (3) pages, plus Form O.

## **4.0 Financial Information**

The information required under this Exhibit B, Section 4.0 shall be packaged separately for each separate entity with a cover sheet identifying the name of the organization and its role in Proposer's organization (i.e., Equity Member, Major Subcontractor, etc.). Financial Statements shall be provided in electronic, searchable PDF and Microsoft Word format, in addition to "hard-copy" submissions as part of the Technical Proposal.

### **4.1 Updated Financial Capacity Information Since Responsibility Information**

Proposers shall clearly identify any differences between the financial capacity information submitted in the Proposal and the information submitted in the Responsibility Information.

The Technical Proposal shall include the following information for Proposer, all Equity Members, any Guarantor and any Financially Responsible Party:

- Audited financial statements (in printed form and on a CD or flashdrive) for all periods subsequent to those included in the Responsibility Information, audited by a certified public accountant in accordance with U.S. GAAP or IFRS.

- In addition, interim unaudited statements (in printed form and on a CD or flashdrive) for the period since the most recent completed fiscal year for the above entities are to be provided.

The financial statements and other financial capacity information must be in the same form and include the same materials as requested as part of the Responsibility Information (as to the periods requested herein). If an entity does not have individual financial statements, but, rather, financial statements are prepared on a consolidated basis for that entity and other entities, the consolidated financial statements shall be acceptable, but a Guarantor will be required. If no financial statements have been prepared and are available for Proposer, Equity Members, Guarantor and Financially Responsible Parties since submittal of the Responsibility Information, the applicable entity must affirmatively state that no such financial statements have been prepared and are available for submittal. Similarly, if there is no other information to update or modify for Proposer, Equity Members, Guarantor and Financially Responsible Parties since submittal of the Responsibility Information, the applicable entity must affirmatively state that there is no other information to update or modify and that the financial capacity information provided in the Responsibility Information remains current and accurate.

## **4.2 Material Changes in Financial Condition**

A letter from the chief executive officer, chief financial officer or treasurer for each of Proposer, Equity Members, any Guarantor and any Financially Responsible Party, either (a) providing information on any material changes in financial condition since submission of the Responsibility Information and those that are pending or (b) certifying that no such material changes have occurred. Additionally, Proposers shall be required to provide updated information following the Proposal Due Date about such entities as such information becomes public.

The following list identifies certain items that the Joint Board would consider a material change in financial condition. This list is intended to be indicative only. At the discretion of the Joint Board, any failure to disclose a prior or pending material change may result in disqualification from further participation in the selection process. In instances where a material change has occurred, or is anticipated, the affected entity shall provide a statement describing each material change in detail, the likelihood that the developments will continue during the period of performance of the Project development, and the projected full extent of the changes likely to be experienced in the periods ahead. Estimates of the impact on revenues, expenses and the change in equity shall be provided separately for each material change as certified by the CFO or treasurer. References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of material changes. The affected entity shall also provide a discussion of measures that would be undertaken to insulate the Project from any recent material adverse changes, and those currently in progress or reasonably anticipated in the future. If the financial statements indicate that expenses and losses exceed income in the fiscal periods between submission of the Responsibility Information and most recent completed fiscal periods (even if there has not been a material change), the affected entity shall provide a discussion of measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable.

### List of Representative Material Changes

- A. An event of default or bankruptcy involving the affected entity, a related business unit within the same corporation, or the parent corporation of the affected entity;
- B. A downward change in tangible net worth of 10% of shareholder equity;
- C. A sale, merger or acquisition exceeding 10% of the value of shareholder equity prior to the sale, merger or acquisition which in any way involves the affected entity, a related business unit, or parent corporation of the affected entity;
- D. A downward change in credit rating for the affected entity, a related business unit, or parent corporation of the affected entity;
- E. Inability to meet material conditions of loan or debt covenants by the affected entity, a related business unit or parent corporation of the affected entity which has required or will require a waiver or modification of agreed financial ratios, coverage factors or other loan stipulations, or additional credit support from shareholders or other third parties;
- F. The affected entity, a related business unit in the same corporation, or the parent corporation of the affected entity either: (i) incurred a net operating loss; (ii) sustained charges exceeding 5% of the then shareholder equity due to claims, changes in accounting, write-offs or business restructuring; or (iii) implemented a restructuring/reduction in salaried personnel exceeding 10% of its workforce or involving the disposition of assets exceeding 10% of the then shareholder equity; and
- G. Other events known to the affected entity, a related business unit or parent corporation of the affected entity which represents a material change in financial condition since submission of the Responsibility Information or may be pending for the next reporting period.

### **4.3 Guarantor Commitment**

The Proposal shall include (if a guaranty is required): (a) an irrevocable letter signed by the guarantor in the form of Form L committing to provide a guaranty in the form of Exhibit Z of the Agreement, concurrently with execution and delivery of the Agreement by Proposer, (b) evidence of authorization of the signatory to that letter, (c) Form B-1 for the guarantor, (d) financial information described in Section 4.0 of this Exhibit B relating to the guarantor; and (e) such other information concerning the guarantor as IFA, on behalf of the Joint Board, may request. A guaranty of Toll System Provider's obligation under the Agreement is required under the following circumstances: (i) Proposer identified a guarantor or Financially Responsible Party in its Responsibility Information or was advised by IFA, on behalf of the Joint Board, that a guaranty would be required as a condition to the qualification of Proposer,

(ii) Proposer provided the financial statements of another entity in the Responsibility Information as a means, in whole or in part, to demonstrate its financial capacity and capability to undertake the Project; (iii) Toll System Provider's organization is a newly formed corporation or a limited liability entity, (iv) Proposer is not the ultimate parent entity in its organizational/corporate structure; and (v) the form of organization of Proposer and/or the financially responsible parties comprising Proposer changes and IFA, on behalf of the Joint Board, determines, in its sole discretion, to require a guarantor as a condition to approving such change under ITP Section 2.9.1.

## **5.0 Contents of Technical Response**

The Technical Response shall respond to the scope of work and requirements set out in the Technical Requirements as outlined in Form K. Proposers shall respond directly to each listed requirement in the space provided for the "Proposer Response", without attachments or other materials or narrative. Proposers may size, expand and reduce the size of the "Proposer Response" boxes as they wish, subject to the maximum page limitation, but must include their complete response to the applicable item within Form K and without additional attachments, appendices, exhibits, graphs or diagrams. Any necessary graphs, charts or diagrams must be included within the "Proposer Response" boxes of Form K.

Only the "Proposer Response" portion shall be completed by Proposer and no other column or fields shall be altered or modified by Proposer, including the "Technical Requirement" box. Any attempt to alter or modify Form K except for completing the "Proposer Response" section/box may be grounds, in the Joint Board's sole discretion, for disqualification.

As part of the Technical Response, Proposer is required to submit or describe various plans or approaches to undertaking the Technical Requirements, completing the Project and performing the obligations under the Agreement (collectively, "Proposer Preliminary Plans"). Proposer's submission of Proposer Preliminary Plans shall not limit, modify or alter IFA's or the Joint Board's ability to review and approve the Proposer Preliminary Plans, and selection of a Proposer shall not be deemed to be acceptance or approval of the Proposer Preliminary Plans. The Joint Board may require modifications to the Proposer Preliminary Plans under the Agreement and may disapprove some or all of the Proposer Preliminary Plans, or any portion thereof, if submitted for approval under the Agreement.

## **6.0 Preliminary Project Schedule**

The Proposal shall include a summary level Preliminary Project Schedule and narrative for all planning, installation, integration and operations and maintenance during delivery and operations and maintenance phases of the Project (the "Preliminary Project Schedule"). The Preliminary Project Schedule and narrative may not exceed 10 pages in the aggregate. The Preliminary Project Schedule shall include key activities and milestones included in the baseline planning, installation and integration schedule and the operations and maintenance baseline schedule. The Preliminary Project Schedule shall use a high level critical path method and shall represent Proposer's plan for completing the Project from Notice to Proceed until acceptance of the results of a successful System Acceptance Test. For purposes of developing the Preliminary Project Schedule, Proposers should assume that the Revenue Service Date is the same as the Tolling Readiness Date. Proposers shall include their proposed Preliminary Project Schedule (in 11" x 17") format as an appendix to Form K. The Preliminary Project Schedule appendix shall not be counted in the Form K response page limit.

Proposer's Preliminary Project Schedule submission shall not limit, modify or alter IFA's or the Joint Board's ability to review and approve the Preliminary Project Schedule, and selection of a Proposer shall not be deemed to be acceptance or approval of Proposer's Preliminary Project Schedule. The Joint Board may require modifications to the Preliminary Project Schedule under the Agreement and may disapprove the Preliminary Project Schedule, or any portion thereof, if submitted for approval under the Agreement.

## **Exhibit C**

### **PRICE PROPOSAL INSTRUCTIONS**

#### **1.0 General Instructions**

This Exhibit C describes the submission format for price proposals and outlines the required information that will comprise a Price Proposal.

Each Proposer shall submit the information required by this Exhibit C in the organization and format specified herein. The Price Proposal shall be organized in the order listed in Exhibit F, and shall be clearly indexed. Each component of the Price Proposal shall be clearly titled and identified. The Price Proposal shall be submitted in electronic format in the same order and manner in which the Price proposal was received. If cells are locked in the pricing spreadsheet, Proposers shall not unlock the cells to change or alter a formula. Alteration of the Price Proposal spreadsheet may result in disqualification.

All forms named herein are found in Exhibit D unless otherwise noted. All blank spaces in the Proposal forms must be filled in as appropriate. No substantive change shall be made in the Proposal forms.

Only Responsible Proposers shall be entitled to submit a Price Proposal.

#### **1.1 Format of Price Proposal; Interpretation Matters**

All financial information provided in the Price Proposal shall be in U.S. Dollar currency only and all amounts shall be clearly identified as real or nominal dollars. All dollar amounts proposed shall be in whole dollar increments (e.g., no amounts with cents shall be proposed).

If there are any discrepancies between the hard copy and electronic copy of any quantitative information provided in the Price Proposal, the hard copy version will prevail. If there are any differences between the sum of individual line amounts and totals, the individual line amounts will prevail.

The Price Proposal should include only those tables and forms included within Form G. Any materials or narrative included in the Price Proposal or otherwise in the Proposal that describes the basis of pricing or includes assumptions, qualifications, reservations or conditions related to the Price Proposal and pricing or which indicates are subject to later negotiation or potential change order shall be disregarded and not binding on the IFA and Joint Board and may, in the sole discretion of the IFA, result in a finding that the Proposal is nonresponsive and that the Proposer is disqualified.

#### **1.2 Contents of Price Proposal**

All parts of the Proposal that indicate price and financial terms are to be included in the Price Proposal. No parts of the Proposal that indicate price and financial terms are to be included in the Technical Proposal.



The required contents and organization of the Price Proposal are presented in this Exhibit C and summarized in the Proposal checklist provided in Exhibit F. Proposers are to provide all the information set out in this Exhibit C.

### **1.3 Price Tables/Forms**

Proposer shall complete all of the tables and forms included within Form G. Form G, as finalized pursuant to Section 4.10 of the ITP, shall be appended to the Agreement as Exhibit C.

### **2.0 Verification**

Each Proposer shall satisfy itself as to the payments, costs and tax consequences of entering into the Agreement and becoming the Toll System Provider. Neither IFA nor the Joint Board make any representations or warranties, express or implied, and assumes no liability whatsoever, with respect to the consequences of federal, state, local or other income tax treatment of Toll System Provider under the Agreement.

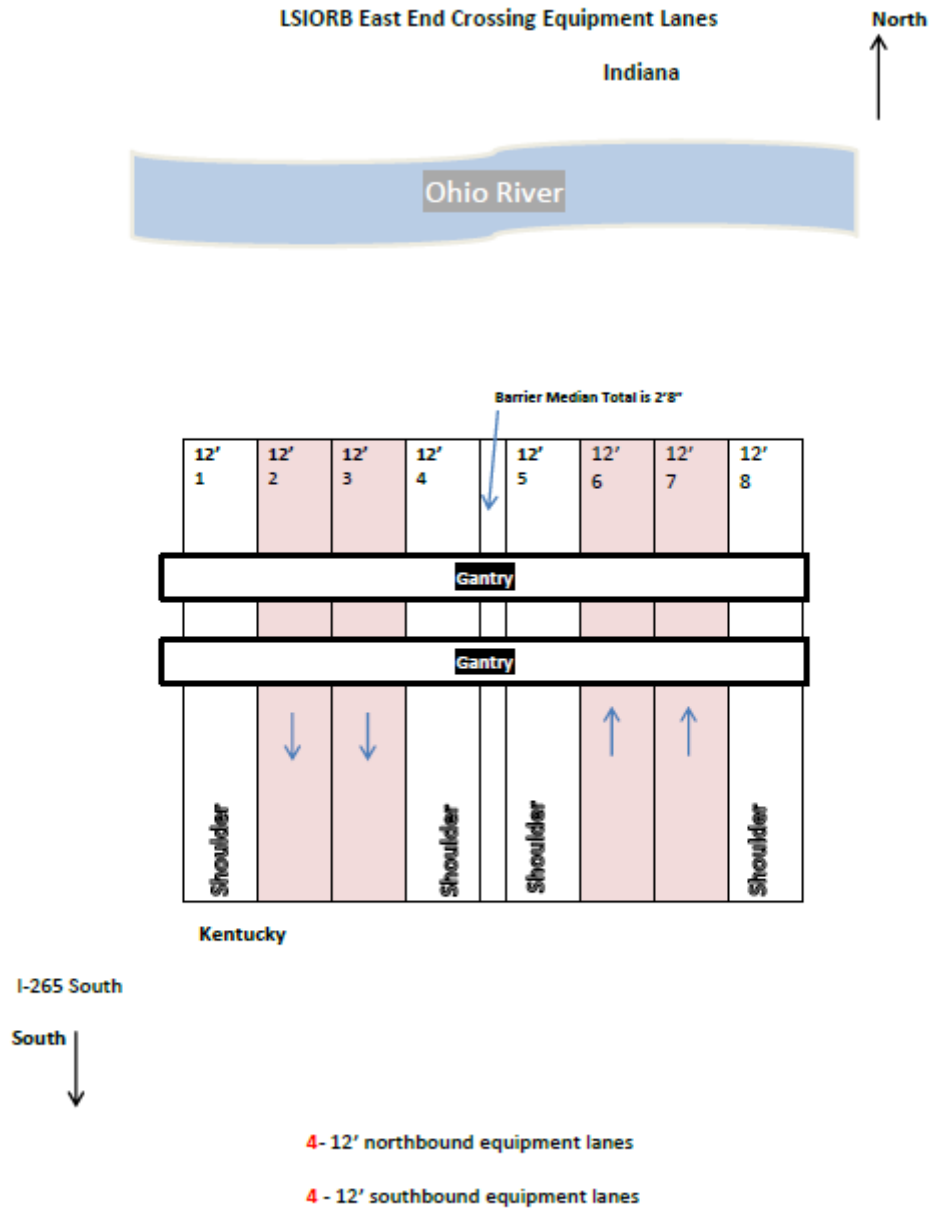
**Exhibit D**  
**REQUIRED FORMS**

(see attached)

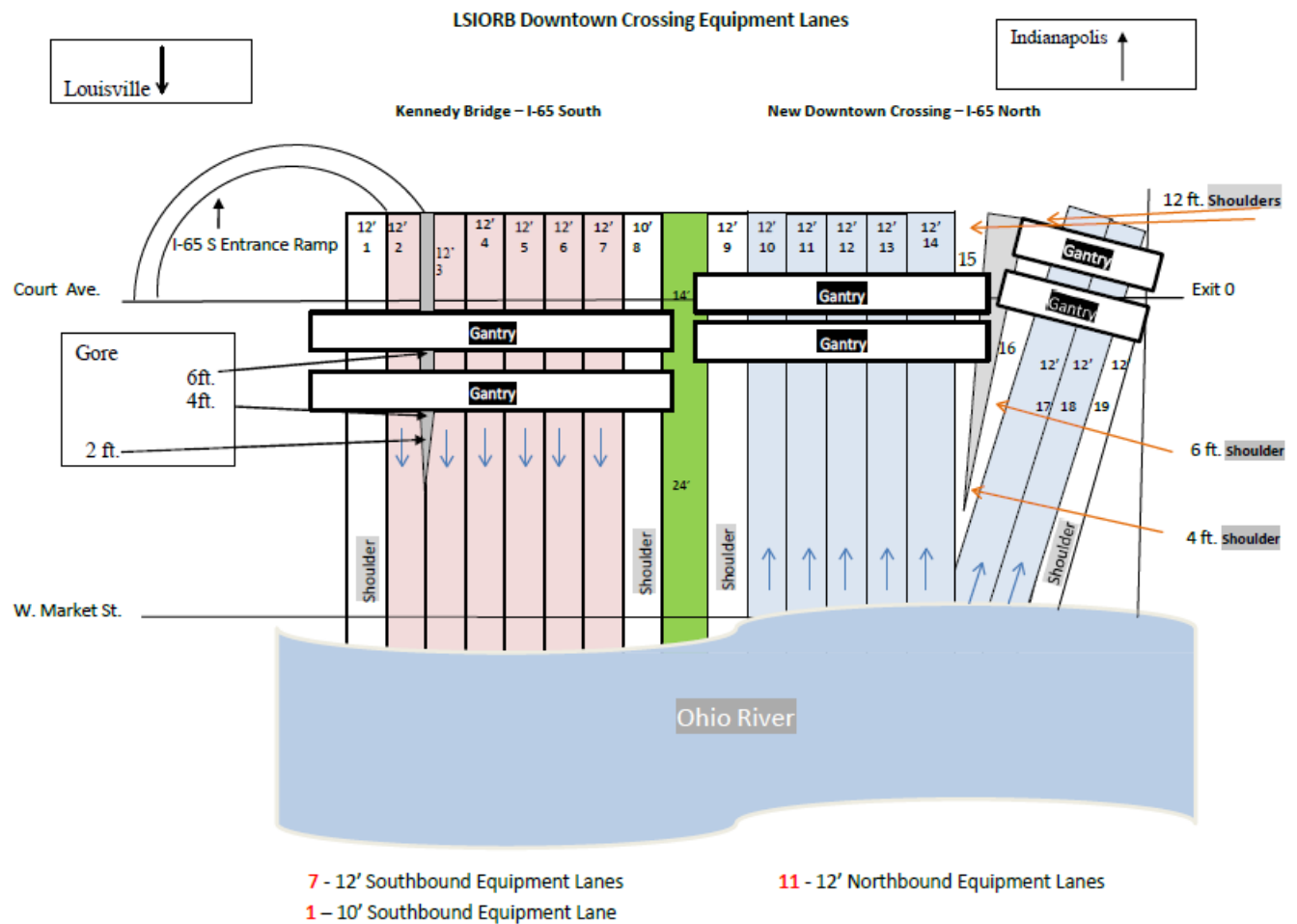
**Exhibit E**  
**SITE PLAN**



## STRAIGHT LINE DIAGRAM



**This is a conceptual drawing only to identify the number of equipment lanes and is not to scale, and dimensions are approximations only.**



This is a conceptual drawing only to identify the number of equipment lanes and is not to scale, and dimensions are approximations only.

## Exhibit F

### SUMMARY AND ORDER OF PROPOSAL CONTENTS

Technical Proposal Component	Form (if any)	ITP Section Cross-Reference
<b>A. Executive Summary</b>		
Executive Summary ( <b>Exclude price information</b> )	No forms are provided	<u>Exhibit B, Section 3.1</u>
<b>B. Proposer Information, Certifications &amp; Documents</b>		
Proposal Letter	<u>Form A</u>	<u>Exhibit B, Section 3.2.1</u>
Authorization Documents	No forms are provided	<u>Exhibit B, Section 3.2.1</u>
Identification of Proposer and Equity Members	<u>Form B-1</u>	<u>Exhibit B, Section 3.2.2</u>
Information About Proposer Organization	<u>Form B-2</u>	<u>Exhibit B, Section 3.2.2</u>
Information About Major Subcontractors	<u>Form B-3</u>	<u>Exhibit B, Section 3.2.2</u>
Letter accepting joint and several liability, if applicable	<u>No forms are provided</u>	<u>Exhibit B, Section 3.2.2</u>
Responsible Proposer, Equity Member, Major Subcontractor and Financially Responsible Party Questionnaire	<u>Form C</u>	<u>Exhibit B, Section 3.2.3</u>
Letter(s) Regarding Pre-Proposal Submittals	No forms are provided	<u>Exhibit B, Section 3.2.4</u>
Non-Collusion Affidavit	<u>Form D</u>	<u>Exhibit B, Section 3.2.5</u>
Buy America Certification	<u>Form E</u>	<u>Exhibit B, Section 3.2.6</u>
Surety/Financial Institution Information	No forms are provided	<u>Exhibit B, Section 3.2.7</u>
Conflict of Interest Disclosure Statements	<u>Form F</u>	<u>Exhibit B, Section 3.2.8</u>
Equal Opportunity Employment Certifications	<u>Form H</u>	<u>Exhibit B, Section 3.2.9</u>
Lobbying Certifications	<u>Form I</u>	<u>Exhibit B, Section 3.2.10</u>
Debarment and Suspension Certifications	<u>Form J</u>	<u>Exhibit B, Section 3.2.11</u>

Technical Proposal Component	Form (if any)	ITP Section Cross-Reference
Insurance Letters	No forms are provided	<u>Exhibit B, Section 3.2.12</u>
Confidential Contents Index	No forms are provided	<u>Exhibit B, Section 3.2.13</u>
Kentucky Bidders Form	<u>Form N</u>	<u>Exhibit B, Section 3.2.14</u>
Qualifications Information	<u>Form O</u>	<u>Exhibit B, Section 3.2.15</u>
Copies of Organizational Documents	No forms are provided	<u>Exhibit B, Section 3.2.2</u>
Proposer Teaming Agreement or Key Terms	No forms are provided	<u>Exhibit B, Section 3.2.2</u>
Executed Contracts or Term Sheets/Heads of Terms	No forms are provided	<u>Exhibit B, Section 3.2.2</u>
<b>C. Financial Information</b> Proposer must provide the corporate and financial information identified in <u>Section 4.0</u> of <u>Exhibit B</u> , for the Proposer, Equity Members, Guarantors and any other Financially Responsible Party	No forms are provided	<u>Exhibit B, Section 4.1</u>
<b>C1</b> Audited Fiscal Financial Statements and related updated financial materials submitted as part of the Responsibility Information for all periods subsequent to the submittal of the Responsibility Information and unaudited interim financial statements ( <u>Exhibit B, Section 4.1</u> )	No forms are provided	<u>Exhibit B, Section 4.1</u>
<b>C2</b> Letter regarding material change in financial condition since submission of the Responsibility Information and for next reporting period ( <u>Exhibit B, Section 4.2</u> )	No forms are provided	<u>Exhibit B, Section 4.2</u>
<b>C3</b> Guarantor Letter of Support ( <u>Exhibit B, Section 4.3</u> )	<u>Form L</u>	<u>Exhibit B, Section 4.3</u>
<b>D. Technical Response</b>		
Technical Response	Form K	<u>Exhibit B, Section 5.0</u>

Technical Proposal Component	Form (if any)	ITP Section Cross-Reference
<b>E. Preliminary Project Schedule</b>		
Preliminary Project Schedule	No forms are provided	<u>Exhibit B</u> , <u>Section 6.0</u>



Price Proposal
Proposers shall follow the order of the Price Proposal Checklist in their submissions. A referenced copy of this document shall be submitted with the Price Proposal.

A. Price Forms		
Price Forms	<u>Form G</u>	<u>Exhibit C, Section 1.3</u>

## **EXHIBIT G**

### **RESPONSIBILITY INFORMATION**

#### **1.0 Name of Proposer**

Identify the legal name of Proposer. If the name is a “doing business as” (DBA), identify underlying names. Identify a single point of contact (a real person) and include the following information: name, title, address, telephone and fax numbers and electronic mail address. Identify the legal name and nature of Proposer and the state of its organization. If a Proposer has branch offices, state which office will be performing the majority of the work.

#### **2.0 Equity Members**

For each Equity Member of Proposer, identify the entity’s role, planned equity ownership percentage and the entity’s legal nature and state of organization. If a Proposer is a single entity, it will be deemed to be the sole “Equity Member” for purposes of this RFP and Responsibility Information submittal requirements.

#### **3.0 Major Subcontractors and Other Subcontractors**

Identify all Major Subcontractors and other Subcontractors that have been identified as of the date of the Responsibility Information. For each Major Subcontractor, identify the entity’s role and the entity’s legal nature and state of organization. If a Major Subcontractor has branch offices, state which office will be performing the majority of the work.

#### **4.0 Organizational Charts**

Provide an organizational chart which sets forth Proposer structure, teaming arrangements and reporting requirements.

#### **5.0 Legal Information**

The following information regarding legal issues affecting Proposer and its team members shall be submitted:

## 5.1 Legal Liabilities

Provide a list and a brief description of all instances during the last five (5) years involving toll projects in North America in which Proposer, any Equity Member, any Major Subcontractor or any Affiliate of the foregoing was (i) determined, pursuant to a determination in a court of law, arbitration proceeding or other dispute resolution proceeding, to be liable for a material breach of contract, or (ii) terminated for cause. For each instance, identify an owner's representative with a current phone and fax number (and e-mail address if available).

For purposes of this Section 5.1 and Section 5.2, "Affiliate" means and includes parent companies at any tier, subsidiary companies at any tier, entities under common ownership, joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving the Proposer, any Equity Member or any Major Subcontractor as a joint venturer or partner and not to activities of other joint venturers or partners not involving the Proposer, any Equity Member or any Major Subcontractor), and other financially liable or responsible parties for the Proposer, that, within the past five (5) years have engaged in business or investment in North America.

## 5.2 Legal Proceedings

Provide a list and a brief description (including the resolution) of each arbitration, litigation, dispute review board and other formal dispute resolution proceeding occurring during the last five (5) years related to a toll project in North America involving a claim or dispute between the project owner and Proposer, any Equity Member, any Major Subcontractor or any Affiliate of the foregoing involving an amount in excess of the smaller of (a) 2% of the original contract value or (b) \$500,000 on projects with a contract value in excess of \$15 million. Include items that were subject to arbitration, litigation, dispute review board or other formal dispute resolution proceedings even if settled without completion of the proceeding.

## 6.0 Responsible Proposer, Equity Member, Major Subcontractor and Financially Responsible Party Questionnaire (Form C) and Debarment and Suspension Certification (Form J)

Proposer shall include executed originals of Form C from each of Proposer, each Equity Member of Proposer, each Major Subcontractor and each Financially Responsible Party. Proposer shall include an executed original of Form J with respect to Proposer, each Equity Member of Proposer, each Major Subcontractor and each Financially Responsible Party.

*With respect to the information solicited in Section 5.0 and Section 6.0, failure to fully disclose this information, conditional or qualified submissions (i.e., "to our knowledge", "to the extent of available information", "such information is not readily available", "such information is not maintained in the manner requested", etc.) to requests or questions posed, incomplete or inaccurate submissions or non-responsive submissions, or failure to provide information enabling IFA and the Joint Board to contact owner representatives may, in the sole discretion*

*of the Joint Board, lead to a determination of a non-Responsible Proposer and disqualification from the procurement process.*

## **7.0 Conflicts of Interest (Form F)**

Proposer shall include executed originals of Form F for Proposer, each Equity Member of Proposer, each Major Subcontractor, each other Subcontractor and each Financially Responsible Party. See Section 3.2.8 of Exhibit B to the ITP for a description of this form.

## **8.0 Financial Information**

The following items should be packaged separately for each separate entity with a cover sheet identifying the name of the organization and its role in Proposer's organization (i.e., Equity Member, lead engineering firm, subcontractor, etc.).

### **8.1 Financial Statements and Credit Ratings**

- a. Financial statements for Proposer, Equity Members of Proposer and Financially Responsible Party (in each case, if a consortium, partnership or any other form of a joint venture, all such members) for the three (3) most recent completed fiscal years must be provided to demonstrate financial capability of Proposer team. If the entity has been in existence for less than three (3) fiscal years, Proposer should expressly state that such entity has been in existence for less than three (3) fiscal years and shall provide financial statements for the number of fiscal years it has been in existence.
- b. Financial Statement information must be consolidated where required by generally accepted accounting principles (GAAP) or International Financial Reporting Standards (IFRS) and must include:
  - i. Auditor's Report;
  - ii. Balance Sheet;
  - iii. Income Statement or Statement of Comprehensive Income;
  - iv. Statement of Changes in Cash Flow;
  - v. Statement of Changes in Equity; and
  - vi. Footnotes to financial statements.
- c. In addition, Financial Statements must meet the following requirements:
  - i. **GAAP/IFRS:** Financial Statements must be prepared in accordance with U.S. GAAP or IFRS. If financial statements are prepared in accordance with

principles other than U.S. GAAP or IFRS, a letter must be provided from a certified public accountant discussing the areas of the financial statements that would be affected by a conversion to U.S. GAAP or IFRS. A restatement of the financial information in accordance with U.S. GAAP or IFRS is not required.

- ii. **U.S. Dollars:** Financial statements should be provided in **U.S. dollars** if available. If financial statements are not available in U.S. dollars, Proposer must include summaries of the Income Statements, Statement of Changes in Cash Flow, Statements of Changes in Equity, and Balance Sheets for the applicable time periods converted to U.S. dollars by a certified public accountant.
- iii. **Audited:** Financial Statements must be audited by an independent party qualified to render audit opinions (e.g. a Certified Public Accountant in the US or Chartered Accountant for foreign entities). If audited financials are not available for an entity, the Responsibility Information shall include unaudited financial statements for such entity, certified as true, correct and accurate by the chief executive, chief financial officer or treasurer (or equivalent position or role) of the entity.
- iv. **English:** Financial Statement information must be prepared in English. If the audited financial statement information for an entity is prepared in a language other than English, the original and one (1) copy of the information required under this Section 8.0 shall contain the original financial statement information and the translation, but copy numbers two (2) to five (5) need only contain the English language translation of such audited financial statements. The original must be clearly marked "Original" on its face and spine.
- v. **Financially Responsible Party Letter of Support:** If Financial Statements of a parent company or affiliate company (a "Financially Responsible Party") are provided to demonstrate financial capability of Proposer or Equity Members of Proposer, an appropriate letter from the applicable Financially Responsible Party must be provided confirming that it will financially support all the obligations of Proposer or Equity Member of Proposer, as applicable with respect to the Project. This letter must be signed by the chief executive, chief financial officer, treasurer (or equivalent position or role) of the Financially Responsible Party.
- vi. Proposers shall note that the Joint Board may, in its discretion based upon the review of the information provided herein, or Proposer's form of organization, specify that an acceptable Financially Responsible Party or a parent or affiliate guaranty is required as a condition precedent prior to qualification or award of the Agreement.

- d. For purposes of this subsection (e), (i) “parent company” means parent companies at any tier and (ii) “affiliate company” means (A) subsidiary companies at any tier, (B) entities under common ownership, (C) joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving Proposer or any Equity Member as a joint venturer or partner and not to activities of other joint venturers or partners not involving Proposer or any Equity Member), and (D) other financially liable or responsible parties for the entity.
- i. **Newly Formed Entity:** If Proposer, an Equity Member of Proposer or Financially Responsible Party is a newly formed entity and does not have independent and historical financial statements, financial statements for the equity owners/members shall be provided (and the entity shall expressly state that the entity is a newly formed entity and does not have independent and historical financial statements). In the event of a newly formed entity, the Joint Board may, in its discretion, specify that an acceptable Financially Responsible Party or a parent or affiliate guaranty is required as a condition precedent prior to qualification or award of the Agreement.
- ii. **SEC Filings:** If any entity for which financial information is submitted hereby files reports with the Securities and Exchange Commission, then such financial statements shall be provided through a copy of their most recent annual report on Form 10K. For all subsequent quarters, provide a copy of any report filed on Form 10Q or Form 8-K which has been filed since the latest filed 10K.
- iii. **Confidentiality:** Proposer shall identify any information which it believes is entitled to confidentiality by placing the word “confidential” on each page as described in ITP Section 2.5.
- iv. **Credit Ratings:** Proposer shall provide a list identifying (1) each entity for which financial statements are provided, (2) a statement indicating whether each entity has a credit rating, (3) and, if so, providing a copy of its current credit rating.

## 8.2 Material Changes in Financial Condition

- a. Provide information regarding any material changes in financial condition for Proposer, each Equity Member and each Financially Responsible Party (if any of the foregoing are a consortium, partnership or any other form of a joint venture, for all such members) for (i) the past three (3) years; (ii) the period from the most recent balance sheet to the date of the Responsibility Information, and (iii) for changes anticipated for the next reporting period. Information pertaining to pending material changes may be marked confidential if required by law. The Proposer shall update its response for any material changes in financial condition subsequent to submitting the Responsibility Information if it becomes a Responsible Proposer.

- b. If no material change has occurred and none is pending, each of these entities shall provide a letter from their respective chief executive officer, chief financial officer or treasurer (or equivalent position or role) so certifying.
- c. In instances where a material change has occurred, or is anticipated, the affected entity shall provide a statement describing each material change in detail, actual and anticipated association changes or disruptions in executive management, the likelihood that the developments will continue during the period of performance of the Project development, and the projected full extent, nature and impact, positive and negative, of the changes experienced and anticipated to be experienced in the periods ahead. Include discussion of how the change is anticipated to affect the organizational and financial capacity, ability and resolve of Proposer, each Equity Member, each Financially Responsible Party, as applicable, to remain engaged in this procurement and submit a responsive Proposal.
- d. Estimates of the impact on revenues, expenses, assets, liabilities and the change in equity will be provided separately for each material change as certified by the chief financial officer or treasurer (or equivalent position or role).
- e. References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of material changes.
- f. Where a material change will have a negative financial impact, the affected entity shall also provide a discussion of measures that would be undertaken to insulate the Project from any recent material changes, and those currently in progress or reasonably anticipated in the future.
- g. Set forth below is a representative list of events intended to provide examples of what the Joint Board considers a material change in financial condition. This list is intended to be indicative only. At the discretion of the Joint Board, any failure to disclose a prior or pending material change may result in disqualification from further participation in the selection process.

#### List of Representative Material Changes

- An event of default or bankruptcy involving the affected entity, or the parent corporation of the affected entity;
- A downward change in tangible net worth of 10% of shareholder equity;
- A sale, merger or acquisition exceeding 10% of the value of shareholder equity prior to the sale, merger or acquisition which in any way involves the affected entity or parent corporation of the affected entity;
- A downward change in credit rating for the affected entity or parent corporation of the affected entity;

- Inability to meet material conditions of loan or debt covenants by the affected entity or parent corporation of the affected entity which has required or will require a waiver or modification of agreed financial ratios, coverage factors or other loan stipulations, or additional credit support from shareholders or other third parties;
- In the current and three (3) most recent completed fiscal years, the affected entity or the parent corporation of the affected entity either: (i) incurs a net operating loss; (ii) sustains charges exceeding 5% of the then shareholder equity due to claims, changes in accounting policies direct charges to equity, write-offs or business restructuring; or (iii) implements a restructuring/reduction in labor force exceeding 10% of its workforce or involves the disposition of assets exceeding 10% of the then shareholder equity;
- Contingent liabilities disclosed in the notes to financial statements;
- Other events known to the affected entity which represents a material adverse change in financial condition over the past three (3) years, or may be pending for the next reporting period.